O.F. 71-& 72.

1931

Department of Land Revenue

OFFICE Bd of Rev

STATION Madras

Mis No. 1462

1462

8972

31

Dated 7 5 31 1931

To whom sent		Date	Initial
	Given for copying		
	Copied		
	Examined		
	Signed		
	Given for despatch		
	Despatched		
Pages in the file	Indexed		
	To be destroyed on*		

(SUBJECT.)

Alienation. Land and Buildings (S. Komara) Coon dapoor Taluk Kolum Vge. S No 301-2 — Manager ~~for~~ the time being. School, Playground and garden Sanctioned

Go Cmnd

Not to be filled in in the case of permanent records.

R.O.J.No. 10535-30-A.6. / South Kanara Collector's Office,
Mangalore, dated 6th Febr. 1931.

B972

From

G. W. Wells Esquire, M.A., I.C.S.,
Collector of South Kanara.

To

The Secretary to the Board,
Land Revenue and Settlement, M a d r a s.

Sir,

Alienation-- Land and building - Coondapoor Taluk - Belur village - S.No. 301/2 (28 cents) - Shri Sharada Vilas Aided Elementary School - B. Padmanabha Shetty.

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pp 7 to 9 ✗

I enclose a sketch in duplicate of S.No. 301 of Belur village. One B. Padmanabha Shetty encroached upon a portion of it denoted as S.No. 301/2 measuring 28 cents by constructing a thatched school building and digging a well. He has also put up a mud wall along the northern, southern and western boundaries of the plot. The cost of the improvements is estimated at Rs. 300/-. Padmanabha Shetty is the Manager of the school which is known as the Shri Sharada Vilas Aided Elementary School and applies for the alienation of the plot. The school is a recognised one and the application is supported by the Director of Public Instruction, Madras.

2. The site of the school building measures 5 cents and the applicant intends to utilise an extent of 5 cents for a garden and 18 cents for a playground. The plot stands registered as assessed and formed portion of land reserved for the depressed classes. This portion was subsequently excluded from reservation with a view to its being alienated for school purposes. I recommend that the Government may be addressed with a view to sanction the alienation of the plot in favour of Padmanabha Shetty for the several purposes shown in the margin subject to payment of assessment at Re.1 an acre and also subject to the following conditions:--

Purpose	Extent a.	c.
School building	0	5
Garden	0	
Playground ...	0	18
	0	28

1. The land and the building thereon shall be used for the purpose of school building, playground and garden and - for no other purpose.

2. The grantee shall maintain the building in good condition. Such repairs as the Collector may consider necessary from time to time shall be executed by the grantee to the Collector's satisfaction within such time as the latter may fix. In the event of default, the repairs shall be carried out by the Collector and the cost thereof recovered from the grantee.

3. No alterations other than those necessary to keep the building in good condition shall be made to the existing building nor shall any new building be erected on the site without the previous permission of the Collector.

4. The school shall be accessible to all classes including Adidravidas without distinction of caste or creed.

5. No part of the land set apart for the playground and garden shall in any way be built upon without the previous permission of the Collector:-

(a) If any buildings are constructed with permission, compensation shall be payable under conditions 7 and 9 below.

(b) If buildings are constructed in violation of condition (5), the land with the buildings shall be resumed without any compensation whatsoever.

6. The Government may resume the land wholly or in part with any buildings thereon:

(a) if the land is not used for the specific purpose for which it was granted or

(b) if the conditions on which it was granted cease to be fulfilled or

(c) if the land is in the opinion of the Government required for a public purpose or for conducting mining operations or

(d) if the recognition of the school is at any time withdrawn by the District Educational Council or

(e) in case the Government are satisfied that the school is - ot properly conducted.

7. In the event of such resumption if there are buildings on the land except those now existing or those constructed in contravention of conditions 2 and 5 the Government may, at their option, either

(a) purchase the buildings or

allow the grantee to purchase the land at its value on the date of sale, or

(c) direct the grantee to remove the buildings.

8. On the event of the resumption of the land with any buildings thereon no compensation whatever shall be paid by the Government in respect of the building now standing on the land or the buildings constructed in contravention of conditions 2 and 5.

9. In the event of the resumption of the land followed by the purchase of the buildings under clause 7(a) or in the event of acquisition of the land for any reason the compensation payable therefor shall in no case exceed the initial cost or the value at the time of resumption or acquisition whichever shall be less, of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant or under the previous permission obtained from the Collector under conditions 2 or 5 as the case may be.

10. In the event of the grantee refusing to remove the buildings which so directed under clause 7(c), the Government may remove them and realise the cost of the removal by the sale of the materials.

11. In the event of the voluntary relinquishment of the land by the grantee, no compensation shall be payable for any improvements, that may have been effected, or other works that may have been executed on the land by the grantee at his cost.

3. Padmayya Shetty has consented to abide by the above conditions. No portion of the plot will be set apart for the teachers' quarters. Necessary alienation statement in respect of

land is herewith submitted. As fees are being charged for tuition in this school, alienation of land revenue is not necessary. There is no tree-growth on the plot.

Your obedient servant,

11.2.31.

For Collector.

11.2.31

5

APPLICATION for the alienation of land in which the proprietary right belongs to the state.

****

1.	Description and area	S.No.101/2 of Belur Village in Coondapoor Taluk, measuring 20 cents.
2.	Market value	Rs. 0-4-0 fasling the letting value at Rs. 2-0-0 an acre - and assessment at Re.1-0-0an acre.
3.	Alienees and purpose of alienation	P.Parameshwara Shetty, for School purposes.
4.	Collector's remarks ...	Recommended.

******

South Kanara Collector's Office,
Mangalore, dated 6th Febr. 1931.

For Collector.

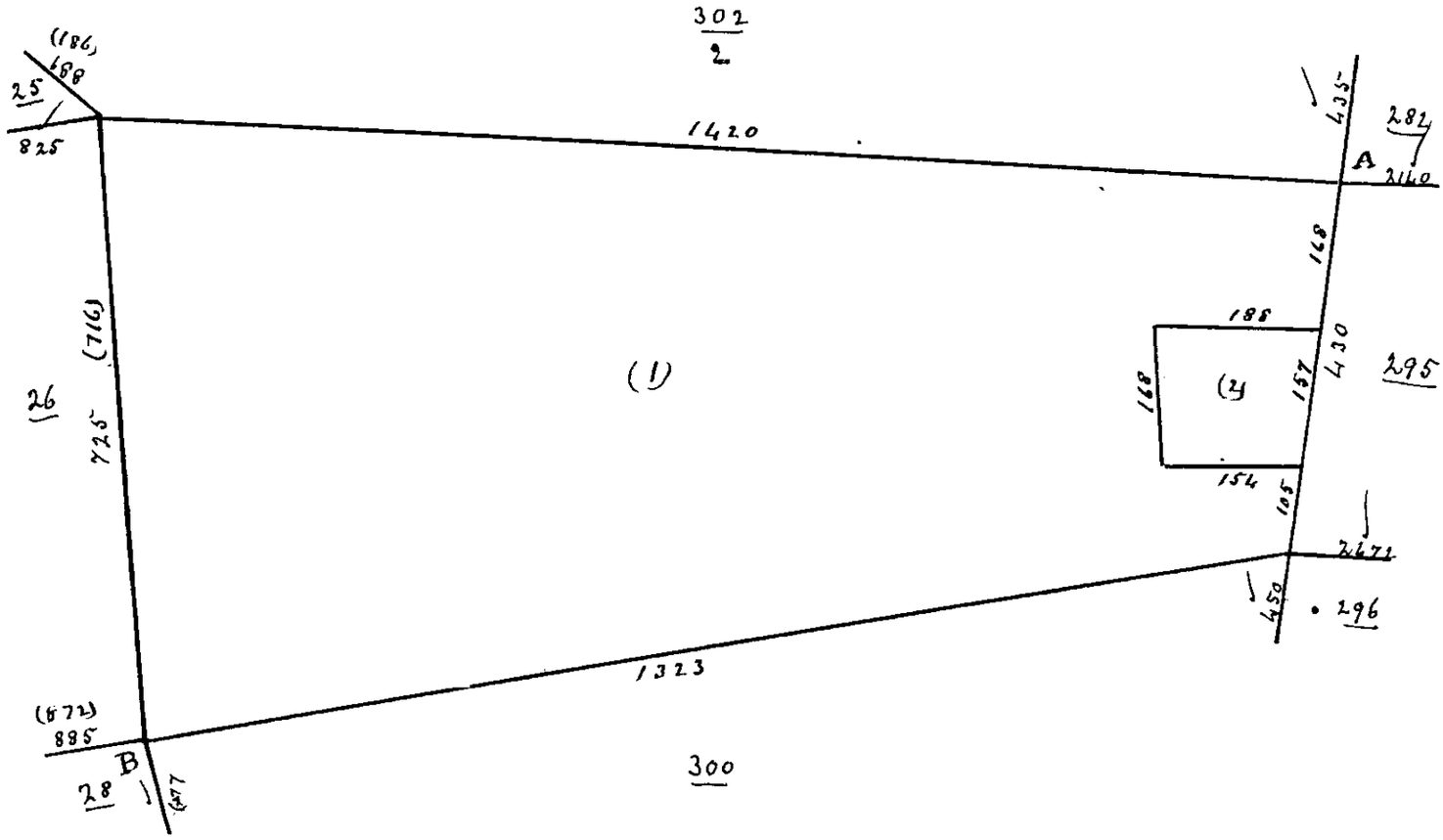
11.2.31

Dt Sikandra
Tk Gondlahon

7: (65)
Field No: 301

Village } no 105
Ramnalon

Eyes kutch. Area 7.83 acres



Scale ½" = One Chain

B
1503
214 318
361 233
57 258

Index

302-2 } Govt and A wastes
282 } —— Do ——
295 } Land for the approach
296
300
301-1.
25 — } Govt and waste
26 } —— Do ——
28 }

Rameshwar
New Delhi
22.11.30

Received 5-12-30 Tahsildar

H 9

Subject. Alienation - Land and Building - (S. Kanara) Coondapoor Taluk. Belur Village. SNo 301-2. Shri Sharada Vilas Aided Elementary School - B. Padmayya Shetty

B. F. XXII-A-19—89,500 22-4-30 (6)

FOR MEMBER
AS(RR)

READ AGAIN B. P. No. _____, dated _____ 193

" " " " _____, " _____ 193

READ ALSO :—

Register No. _____ From the B972/31&1 No. 4, dated _____ 193

" " _____, " " _____, " _____, " _____ 193

" " _____, " " _____, " _____, " _____ 193

RESOLUTION. Reference B972/31-1 No. _____, dated 19/2/ 193 1

The Collector is requested to report whether the alienee agrees to lay out the garden within a period of one year from the date of grant

Issue
Q. 2. 31.

To
The Collector of Kanara

Ckk 21/2/31

Ekos 19.2.31

SD 19.2.31

Ukn 23/2

B1876

R.O.C. 10535-30-A.6.

South Kanara Collector's Office,
Mangalore, dated 1st April 1931.

From

G. W. Wells, Esquire, M.A., I.C.S.,
Collector of South Kanara.

The Secretary to the Board of Revenue,
Land Revenue & Settlement, Madras.

Sir,

Alienation - Land and building -(South Kanara) - Coondapoor Taluk - Belur village-S.No. 301/2 - Sri Sharada Vilas Aided Elementary School - B. Padmaya Shetty.

Board's Ref.B. No. 972-31-1 dated 19th February 1931.

****

The alienee B. Padmaya Shetty agrees to the condition proposed by the Board of Revenue.

Your obedient servant,

For Collector.

K.S.R.1/4.

13

ALIENATION - Land ~~Revenue~~ - Buildings - (S. Kanara)

Coondapoor Taluk - Belur ——— Village or Town ~~=~~ S.No. 301-2. Shri Sharada Vilas aided elementary school Padmayya Shetty School, garden and playground

Recommended. ~~sanctioned.~~

B 1876/31. @ ₹ 13-4

REFERENCE ~~RESOLUTION~~ B 972-31-2 dated 16-4-31

At the instance of the Collector of S. Kanara the Board ~~sanctions~~ recommends the alienation of the plot of land comprised in S.No. 301-2 of Belur village Coondapoor Taluk, measuring Ac. 0.28 in favour of B. Padmayya Shetty the manager of the school for use as the site of a school, playground and garden

School - 5 cents
Garden 5 cents
Playground - 18 cents

2. S.No 301 is registered as assessed dry in the accounts. The alienee encroached upon a portion of it (Rub- divides as 301-2) and constructed a thatched school building and dug a well. He has also put up a mud wall along the northern, southern and western boundaries of the plot. The total cost of the improvements ~~amounting~~ is Rs 300/- The land formed part of the lands reserved for the depressed classes. The encroached portion has subsequently been excluded from reservation ~~for being alienated for school purposes~~. The school has been recognised by the Director of Public Instruction. The latter supports the alienation. As fees are ~~being~~ charged for tuition, alienation of land revenue has not been proposed. There are no trees on the land.

3. The alienation will be free of charge for the occupancy right and ~~free of assessment~~ ~~ground-rent~~ but subject to assessment ground-rent ~~at Rupees one a year~~ which will be liable to revision at every re-settlement ~~and subject to the payment of Rs.~~ ~~value of the trees standing on the land and~~ being the boundaries subject ~~also~~ to the following conditions to which the alienee has agreed.-

(i) the land & the buildings thereon shall be used as the site of a School, playground and garden and for no other purpose.

(ii) The grantee shall maintain the building in good condition. Such repairs as the Collector may consider necessary from time to time shall be executed by the grantee to the Collector's satisfaction within such time as the latter may fix. In the event of default, the repairs shall be carried out by the Collector and the cost thereof recovered from the grantee.

(iii) No alterations other than those necessary to keep the buildings in good condition shall be made to the existing buildings nor shall any new buildings be erected on the site without the previous permission of the Collector.

(iv) ~~No part~~ The School shall be accessible to all classes including Adi-Dravidas.

(v) No part of the lands set apart for the playground and garden shall ~~in any way~~ be built upon without the previous permission of the Collector.

(vi) If buildings are constructed in violation of condition (v) the lands with the buildings shall be resumed without any compensation whatsoever

(vii) The Government may resume the land wholly, or in part with the buildings thereon in the event of the infringement of any of the conditions of the grant or if the recognition of the School once granted is subsequently withdrawn or if the ~~School~~ Govt are satisfied that the School is not properly conducted or if in the opinion of the Government, the land is required for a public purpose or for conducting mining operations.

(viii) In the event of such resumption, if there are buildings on the land, the Government may at their option, either,

(a) purchase the buildings or

(b) allow the grantee to purchase the land at its value on the date of sale, or

(c) direct the grantee to remove the buildings.

(IX) In the event of the resumption of the land followed by purchase of the buildings under clause (VIII) (a) or in the event of the acquisition of the land for any other reason, the compensation payable therefor shall in no case exceed the initial cost or the value at the time of resumption or acquisition, whichever shall be less, of any buildings erected or other improvements effected on the land by the Grantee in accordance with the terms of the grant, but no compensation shall be paid by the Govt in respect of the building now standing on the land or buildings erected in contravention of condition (iii)

(X) In the event of the grantee refusing to remove the buildings when so directed under clause (VIII) (c) the Government may remove them and realise the cost of removal by the sale of the materials.

(XI) In the event of the voluntary relinquishment of the land by the grantee no compensation shall be payable for any improvements that may have been effected or other works that may have been executed on the land by the grantee at his cost.

16-4-31

15.4.31 16.4.31.

To:-

The Secretary to Government, Revenue Department,
(with alienation statements and a sketch).

~~The Collector of~~ P.S. to the Superintendent

DESPATCHED
17 APR 1931

B2421

Sectt. II-15 (a)—40,000—19-12-30.

GOVERNMENT OF MADRAS

Received 6 MAY 1931 1931

BOARD OF REVENUE LAND REVENUE AND SETTLEMENT

Registered SECY. 6 MAY 1931 1931

Abstract.

Alienation - Land and buildings - South Kanara Coondapoor Taluk - Beluru village - S.No.301-2 - Manager for the time being - School,- playground and garden - Sanctioned.

Revenue DEPARTMENT

G.O. No. 968 MS., dated 4th May 1931.

READ the following paper :—

ENCLOSURES.

No. pp 13b/1931

From the Board of Revenue, Land Revenue and Settlement, Ref.No.B.972/31-2, dated the 16th April 1931.

O R D E R :-

The Government sanction the alienation of 28 cents of land in S.No.301-2 of Baluru village, Coondapoor Taluk, South Kanara District, in favour of the Manager for the time being of the school for use as the site of a school, playground and garden, as noted in the margin.

School ..	5 cents.
Garden ..	5 cents.
Playground ..	18 cents.
	28

2. The alienation will be free of charge for the occupancy right but subject to the payment of assessment, which will be liable to revision at resettlements, and subject also to the following conditions :-

(1) The land and the building thereon shall be used for the purposes of a school, playground, and garden and for no other purpose.

(2) The grantee shall maintain the building in good condition. Such repairs as the Collector may consider necessary from time to time shall be executed by the grantee to the satisfaction of the Collector and within such time as he may fix. In the event of default, the repairs shall be carried out by the Collector and the cost thereof recovered from the grantee.

(3) No alterations other than those necessary to keep the building

building in good condition shall be made to the existing building nor shall any new building be erected on the site without the previous ~~xxx~~ permission of the Collector.

(4) The school shall be accessible to all classes of the community

(5) No part of the land set apart for the playground and garden shall be built upon without the previous permission of the Collector.

(6) If buildings are constructed in violation of condition (5) the land with the buildings shall be resumed without any compensation whatsoever.

(7) The Government may resume the land, wholly or in part, with any buildings thereon, in the event of the infringement of any of the conditions of the grant, or if the recognition of the school is withdrawn or if the Government are satisfied that the school is not properly conducted, or if, in the opinion of the Government, the land is required for a public purpose, or for conducting mining operations.

(8) In the event of such resumption, if there are buildings on the land, the Government may, at their option, either

(a) purchase the buildings, or
(b) allow the grantee to purchase the land at its value on the date of sale or
(c) direct the grantee to remove the buildings.

(9) In the event of the resumption of the land followed by purchase of the buildings under clause (8) (a), or in the event of the acquisition of the land for any reason, the compensation payable therefor shall in no case exceed the initial cost, or the value at the time of resumption or acquisition, whichever may be less, of any buildings erected or other improvements effected on the land by the grantee in adcordance with the terms of the grant. But in no circumstances shall any compensation be paid by the Government in respect of the building now standing on the land or buildings erected in ~~contravention~~ contravention of condition (3)

(10) In the event of the grantee refusing to remove the buildings, when so directed under clause (8) (c) the Government may remove them and realise the cost of the removal by the sale of the materials.

(11) In the event of the voluntary relinquishment of the land by the grantee, no compensation shall be payable for any improvements that may have been effected or other works that may have been executed on the land by the grantee at his cost.

(By Order of the Governor in Council)

H. R. Pate
Secretary to Government.

To the Board of Revenue, Land Revenue and Settlement.
" Law Department.

F o r w a r d e d.
(By Order)

V. Narasimha Rao

Superintendent.

N.M.

Subject.—

H. F. XXII-A-19—89,500 22-4-30 (8)

FOR MEMBER

Alienation. Land and Buildings (S. Kanara) Coondapoor Dalik - Beluru Vge. S.No 301-2 managed for the time being - School, playground & garden - Sanctioned Rs Comm

READ AGAIN B. P. No. _____, dated _____ 193

" " " _____, " _____ 193 .

READ ALSO :—

Register No. _____, From the _____ _____, No. _____, dated _____ 193

" " _____, " " B 1876/31, " Q, " 6.11.31 193

" " _____, " " B 2421/31, " A, " 6.12.31 193

RESOLUTION. (Mis) No. 1462, dated 7-5- 193

Communicated to the Collector of South Kanara

EKS 6531

dy 7-5-31

To
The Coll^r of S. Kanara

Gone 7/5/31

M.I. alienation -- Land and building
S
AS(LR) (South Kanara) Coondapoor Taluk
Belur village - S No 301-2 - Sri
Sharada Vilas Aided Elementary
School - B Padmayya Shetty

B 972/31 pp 1 to 4 CF
B 1876/31 pp 1 to 4

To A S(RR)

Please see the Collector's
Report at pages 1 to 4 CF
13
- - of the alienation proposals
are complete and may be
recommended to Govt for
sanction.

16/4/31

A-III/11.4.31. 9.4.31 S

1m1. 9.4.31 12/4

Draft
13/4/31

To AS(LR)

- - Draft submitted

16.4.31 16.4.31 16-4-31

9 Issues as BO's Ref B 972-31-20/16.4.31 pp 13 to 17 of
B 2421/31 pp 19 to 20 of

J.O.A.S.(L.R)

Draft Submitted

6.5.31

7.5.31